

**A SUBSTITUTE RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

04-R-0149

**A SUBSTITUTE RESOLUTION AUTHORIZING RENEWAL
AGREEMENT NUMBER 3 WITH MOTOROLA, INC. FOR
THE CITY OF ATLANTA'S CITYWIDE RADIO SYSTEM
MAINTENANCE AGREEMENT FOR A PERIOD OF ONE (1)
YEAR IN THE AMOUNT OF \$2,544,306 WITH THE OPTION
TO RENEW FOR EACH OF TWO (2) ADDITIONAL YEARS
WITH FIRM, FIXED RATES ANNUALLY; ALL COST TO BE
PAID FROM THE APPROPRIATE FUND, ACCOUNT AND
CENTER NUMBERS; AND FOR OTHE PURPOSES.**

WHEREAS, the City of Atlanta ("City") and Motorola, Inc. ("Motorola") have in existence a maintenance agreement relating to certain equipment originally provided by Motorola in connection with the Citywide Radio System (the "Motorola Maintenance Agreement"), and Motorola has been providing support and maintenance to the City pursuant to various terms and conditions under that agreement, as amended from time to time; and

WHEREAS, Motorola designed, installed, optimized, and has continuously maintained the Citywide Radio System upon which the City relies to provide communication support for its public safety services for the past several years; and

WHEREAS, the City and Motorola wish to renew the Motorola maintenance agreement for a period of one (1) year with the option to renew for each of two (2) additional one (1) year terms; and

WHEREAS, Motorola has implemented a customized maintenance program for the City which combines the services of a local System Service Team, (Atlanta Communications Co.), with the availability of additional Motorola technical support services, engineering services field technical representative services, and administrative services as required; and

WHEREAS, the annually renewable agreement covers, among other things, all parts and labor, and includes preventative maintenance checks for the City's 6 Site, Simulcast Trunking System infrastructure, approximately 5209 subscriber units, the Mobile Data System, the Loop Microwave System, the 911 radio dispatch consoles, UPS's, HVAC units at sites, generators, and tower inspections; and

WHEREAS, the City and Motorola, Inc. desire to enter into an appropriate contractual agreement reflecting Renewal Agreement Number 3; and

WHEREAS, the Office of General Services has recommended that this transaction is in the best interest of the City;

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA
GEOGIA, AS FOLLOWS:**

SECTION 1: That the Mayor is hereby authorized to execute an appropriate contractual agreement on behalf of the City for Renewal Number 3 to the existing Maintenance Agreement with Motorola, Inc., beginning January 1, 2004 to, through, and including December 31, 2004 for a grand total system maintenance cost of not to exceed Two Million Five Hundred Forty-Four Thousand, Three-Hundred & Six Dollars (\$2,544,306).

SECTION 2 That the Maintenance Agreement with Motorola shall be renewed for a period of one (1) year with the City's option to renew for each of Two (2) additional one (1) year terms to, through, and including December 31, 2006, with firm, fixed prices for each such annual term pursuant to Motorola's Statement of Work dated July 17, 2003. Renewal Agreement number 3 and each renewal thereafter shall be subject to and expressly contingent upon the City's appropriation of sufficient funds to support each renewal term.

SECTION 3 That Renewal Agreement Number 3 with Motorola, Inc. shall not become binding upon the City and the City shall incur no obligation upon the same until such agreement has been approved by the City Attorney as to form, executed by the Mayor, sealed by the Municipal Clerk, and delivered to the contracting party.

SECTION 4 That cost associated with this transaction shall be charged to and paid from the following: General Fund, Fund, Account and Center Number 1A01-523001-T51013 in an amount not to exceed \$1,353,341 and the following Enterprise Funds, Fund, Account and Center Numbers 2H21-523001-R21E01219999, in an amount not to exceed \$414,800; 2J01-523001-Q64001, in an amount not to exceed \$323,773; 2J01-523001-Q30001, in an amount not to exceed \$281,368; 2P01-523001-M31101 in an amount not to exceed \$171,024.

A true copy,

Rhonda Dauphin Johnson
Municipal Clerk, CMC

ADOPTED by the Council

RETURNED WITHOUT SIGNATURE OF THE MAYOR

APPROVED as per City Charter Section 2-403

FEB 02, 2004

FEB 11, 2004

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

**A RESOLUTION AUTHORIZING RENEWAL AGREEMENT
NUMBER 3 WITH MOTOROLA, INC. FOR THE CITY OF
ATLANTA'S CITYWIDE RADIO SYSTEM MAINTENANCE
AGREEMENT FOR A PERIOD OF ONE (1) YEAR IN THE
AMOUNT OF \$2,545,039 WITH THE OPTION TO RENEW
FOR EACH OF TWO (2) ADDITIONAL YEARS WITH FIRM,
FIXED RATES ANNUALLY; ALL COST TO BE PAID FROM
THE APPROPRIATE FUND, ACCOUNT AND CENTER
NUMBERS; AND FOR OTHE PURPOSES.**

WHEREAS, the City of Atlanta ("City") and Motorola, Inc. ("Motorola") have in existence a maintenance agreement relating to certain equipment originally provided by Motorola in connection with the Citywide Radio System (the "Motorola Maintenance Agreement"), and Motorola has been providing support and maintenance to the City pursuant to various terms and conditions under that agreement, as amended from time to time; and

WHEREAS, Motorola designed, installed, optimized, and has continuously maintained the Citywide Radio System upon which the City relies to provide communication support for its public safety services for the past several years; and

WHEREAS, the City and Motorola wish to renew the Motorola maintenance agreement for a period of one (1) year with the option to renew for each of two (2) additional one (1) year terms; and

WHEREAS, Motorola has implemented a customized maintenance program for the City which combines the services of a local System Service Team, (Atlanta Communications Co.), with the availability of additional Motorola technical support services, engineering services field technical representative services, and administrative services as required; and

WHEREAS, the annually renewable agreement covers, among other things, all parts and labor, and includes preventative maintenance checks for the City's 6 Site, Simulcast Trunking System infrastructure, approximately 5209 subscriber units, the Mobile Data System, the Loop Microwave System, the 911 radio dispatch consoles, UPS's, HVAC units at sites, generators, and tower inspections; and

WHEREAS, the City and Motorola, Inc. desire to enter into an appropriate contractual agreement reflecting Renewal Agreement Number 3; and

WHEREAS, the Office of General Services has recommended that this transaction is in the best interest of the City;

**NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA
GEROGIA, AS FOLLOWS:**

SECTION 1: That the Mayor is hereby authorized to execute an appropriate contractual agreement on behalf of the City for Renewal Number 3 to the existing Maintenance Agreement with Motorola, Inc., beginning January 1, 2004 to, through, and including December 31, 2004 for a grand total system maintenance cost of not to exceed Two Million Five Hundred Forty-Five Thousand, Thirty-Nine Dollars (\$2,545,039).

SECTION 2 That the Maintenance Agreement with Motorola shall be renewed for a period of one (1) year with the City's option to renew for each of Two (2) additional one (1) year terms to, through, and including December 31, 2006, with firm, fixed prices for each such annual term pursuant to Motorola's Statement of Work dated July 17, 2003. Renewal Agreement number 3 and each renewal thereafter shall be subject to and expressly contingent upon the City's appropriation of sufficient funds to support each renewal term.

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SECTION 4 That cost associated with this transaction shall be charged to and paid from the following: General Fund, Fund, Account and Center Number 1A01-723001-M31101 in an amount not to exceed \$1,353,341 and the following Enterprise Funds, Fund, Account and Center Numbers 2H21-523001-R21E01219999, in an amount not to exceed \$414,800; 2J01-723001-Q64001, in an amount not to exceed \$323,773; 2J01-723001-Q30001, in an amount not to exceed \$281,368; 2P01-723001-M31101 in an amount not to exceed \$171,024.

RENEWAL AGREEMENT NUMBER 3 BETWEEN CITY OF ATLANTA AND MOTOROLA, INC. FOR CITYWIDE RADIO MAINTENANCE

This maintenance agreement ("Agreement") dated as of January 1, 2004 is between the City of Atlanta, a municipal corporation within the State of Georgia (hereinafter "Purchaser" or "City") and Motorola, Inc. a corporation authorized to transact business within the State of Georgia.

WHEREAS, Motorola designed, installed, optimized the equipment for use in the Atlanta Citywide Radio System, and has continuously provided maintenance and support services to the Purchaser from time to time; and

WHEREAS, pursuant to City Resolution 04-R-_____, the Mayor is authorized to execute an appropriate agreement on behalf of the Purchaser for Citywide radio maintenance, beginning January 1, 2004 to, through, and including December 31, 2004, a copy of which Ordinance is attached hereto, incorporated herein by this reference, and made a part of this Agreement as Exhibit "A."

NOW THEREFORE, the parties hereto hereby agree as follows:

1. DEFINITIONS

"Motorola" means Motorola, Inc.; "Purchaser" means the customer named in this Agreement; and "Equipment" collectively means the Equipment and Software that Motorola and Purchaser agree to be serviced under this Agreement. "Agreement" means this Service Agreement, its attachments, and any addenda subsequently executed by the parties. "Service" means the work to be performed as given in Motorola's Proposal or Statement of Work dated July 17, 2003 and subject to the terms and conditions of this Agreement.

2. SERVICE AND MAINTENANCE

- a. Motorola agrees to provide service for the Equipment pursuant to the following terms and conditions and as described in this Agreement. The term of this agreement shall be for one (1) year commencing on January 1, 2004 and expiring at midnight on December 31, 2004 unless renewed by mutual agreement of the parties and with the approval of Purchaser's governing body for an additional one (1) year term. This year, 2004, is the third Option year of (5) five such one-year terms. Purchaser may renew this Agreement annually for an additional (2) two one-year terms. The anniversary dates of each subsequent renewal option exercised by the Purchaser shall be the 1st day of January each year. Service includes labor and parts to repair Equipment that has become defective through normal wear and usage. The annual renewal pricing attached includes an annual 3% price increase.
- b. Motorola will also service other Motorola manufactured equipment purchased by Purchaser during the term of this Agreement at its then current service fees. Fees for servicing additional equipment will be added to the billing cycle upon delivery following expiration of the labor warranty on the equipment added during the term.
- c. Where applicable, Equipment will be removed and reinstalled in different vehicles at Purchaser's request for the service fee in effect at the time of Purchaser's request.

3. SERVICE MODIFICATIONS

- a. If any Equipment is lost damaged, stolen or removed from service, Purchaser must immediately notify Motorola in writing. Purchaser's obligation to pay service fees for such Equipment will terminate at the end of the month in which Motorola receives such written report.
- b. If Equipment cannot be repaired, because (but not limited to) excessive wear, deterioration or unavailability of parts, Motorola at its sole option, upon thirty (30) days prior written notice to Purchaser, may either: (1) remove such Equipment from this Agreement or (2) increase the price to service such Equipment

4. EXCLUDED SERVICES

The following items are excluded from coverage: consumables and their installation; repairing transmission lines, antennas, towers, and tower lighting; Equipment damaged by accidents, physical or electronic misuse, acts of God, or other casualty; and damage caused by environmental conditions not conforming to Equipment specifications. Motorola will provide service for non-covered repairs at its contract rate then applicable for such service.

5. SERVICE STANDARDS

Motorola manufactured Equipment will be serviced by Motorola in accordance with the following standards (i) use of Motorola parts or parts of equal quality. (ii) Equipment service at levels set forth in Motorola's product manuals, and (iii) routine service procedures prescribed from time to time by Motorola for its Equipment

6. TIME AND PLACE OF SERVICE

Service will be done at the location specified, and in accordance with, the associated Statement of Work where service is to be performed at the Equipment's location, Purchaser must furnish at no charge to Motorola shelter, heat, light and power; full and free access to the Equipment and necessary machines, communications, facilities, and other products. Mobiles and removable Equipment must be delivered by Purchaser to the Motorola Service Center location designated in this Agreement. Hours of Service will be the normal working hours, excluding holidays, of Motorola's Service Center.

7. PAYMENT

This is a firm fixed price agreement. Purchaser's total compensation to Motorola for its services shall not exceed the sum of _____00 for the initial contract term (1/1/2004 through 12/31/2004). Purchaser shall pay Motorola the compensation due under this Agreement in monthly installments. On or about the date each payment is due, Motorola will send Purchaser an invoice covering the service fees for the next payment period. All other charges will be billed monthly, and Purchaser must pay all invoices within thirty (30) days of their date to the Motorola office designated by Motorola.

8. RIGHT TO SUBCONTRACT

Motorola has the right to subcontract in whole or in part, with the approval of the Purchaser, the service called for by this Agreement. Motorola will notify Purchaser of the name and address of each proposed subcontractor and specify its role and responsibility in the project. No subcontract which Motorola enters into with respect to performance under this Agreement shall in any way relieve Motorola of any responsibility for performance of its duties. Motorola shall give the Purchaser immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against Motorola by any subcontractor which may result in litigation related in any way to Motorola, the Purchaser or the services performed under this Agreement. Motorola hereby advises the Purchaser that it will subcontract with Atlanta Communications, Atlanta, GA to provide products and services under this Agreement.

9. NON-APPROPRIATION

Notwithstanding anything contained in this Agreement to the contrary, Purchaser is obligated only to pay such compensation or other amounts due under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Purchaser's then current fiscal year.

- a. This Agreement shall terminate absolutely and without further obligation on the part of Purchaser at the close of the calendar year in which it is executed and at the close of each succeeding calendar year for which this Agreement may be renewed.
- b. This Agreement states Purchaser's total obligation to Motorola for the calendar year of execution of this Agreement and further states the total obligation which will be incurred by Purchaser in any renewal term.
- c. Notwithstanding anything contained in this Agreement, Purchaser's obligation to pay compensation or other amounts due under this Agreement shall be subject to Purchaser's annual appropriations of funds for the services procured under this

Agreement by Purchaser's governing body and such obligation shall not constitute a pledge of Purchaser's full faith and credit within the meaning of any constitutional debt limitation.

d. Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated by Purchaser to support continuation of this Agreement during the calendar year of execution, the original term or for any renewal term, this Agreement shall terminate absolutely and without any further obligation on Purchaser's part whatsoever with the exception that Purchaser will be liable for goods delivered and/or services performed prior to the effective date of termination. Purchaser shall give Motorola notice of such termination for Non-Appropriation at least 90 days prior to the end of the then current original term or renewal term.

10. INDEMNIFICATION

Motorola agrees to and hereby indemnifies and holds Purchaser harmless from and against any and all liabilities which may accrue against Purchaser on account of direct physical damage to tangible property or personal injury to the extent the damage or injury is caused by Motorola's negligence or recklessness or that of Motorola's officers, agents, employees, subcontractors, or persons working on Motorola's behalf and performing any services under this Agreement.

11. INTERRUPTION OF SERVICE

Purchaser must notify Motorola immediately of any Equipment failure. Motorola will respond to Purchaser's notification in a manner consistent with the purchased level of service.

12. FORCE MAJEURE

Motorola does not assume and has no liability under this Agreement for failure to provide or for delay in providing service due directly or indirectly to causes beyond Motorola's control. Such causes include, but are not restricted to acts of God; acts of the public enemy; acts of any government or agency; acts or failure to act by the Purchaser, its agents, employees, or subcontractors; quarantine restrictions, strikes, and freight embargoes; or Motorola's subcontractors failure to provide or delay in providing service due to such causes.

13. WARRANTY LIMITATIONS

EXCEPT AS SPECIFIED IN THIS AGREEMENT, MOTOROLA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH LIMITATION MAY BE DISCLAIMED BY GEORGIA LAW.

14. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, indemnity, warranty, negligence, strict liability in tort or otherwise, is limited to the total cumulative compensation paid by Purchaser under this Agreement, including any renewals or extensions of this Agreement hereafter from time to time. **IN NO EVENT WILL MOTOROLA BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY GEORGIA LAW.**

15. CERTIFICATIONS

Motorola specifically disclaims all certifications that are not signed by an authorized signatory on Motorola's standard certification forms.

16. DEFAULT/TERMINATION

Purchaser must give Motorola written notice of default stating the reasons for default and must give Motorola at least sixty (60) days after receipt of the notice to cure such default. If Motorola does not cure the default within this period, Purchaser can terminate this Agreement for cause by giving Motorola thirty (30) days written notice.

17. TERMINATION FOR CONVENIENCE

Notwithstanding anything contained in this Agreement, Purchaser may terminate this Agreement for its convenience upon thirty (30) days prior written notice to Motorola specifying the effective date of such termination. Purchaser will be liable for goods delivered and services provided prior to the effective date of termination.

18. INSURANCE

During the entire term of this Agreement, including any renewals or extensions of this Agreement, Motorola shall procure and maintain in effect all of the insurance required in Exhibit "B" hereto.

19. PERSONNEL

The personnel assigned by Motorola to perform the services for Purchaser under the terms of this Agreement will be qualified to perform their assigned duties, and Motorola reserves the right to determine which of its personnel shall be assigned to any particular project and to replace or reassign such personnel during a project as it may see fit. Motorola assumes responsibility for its personnel providing services hereunder and will make all deductions for Social Security and withholding taxes, all contributions to unemployment compensation funds, and shall maintain workmen's compensation and liability insurance for each of them.

20. PATENTS.

Motorola indemnifies Purchaser against all actions, claims, demands, costs, charges, and expenses arising from or incurred by reason of any infringement or alleged infringement of United States letters patent, design, or copyright, by use of any products supplied by Motorola but such indemnity shall not cover any use of products other than for the purpose indicated by or reasonably to be inferred from this Agreement or to any infringement which is due to use of any products in association or combination with any other products not supplied by Motorola.

Except as otherwise provided in the preceding sentence, Motorola shall defend or settle at its own expense any claim, suit or proceeding brought against Purchaser insofar as it is based on a claim that the product or any part thereof furnished under this Agreement constitutes an infringement of a US patent, US copyright or trade secret rights of any third party located in the US, so long as Motorola is notified promptly in writing by Purchaser as to any such action and is full authority, information and assistance (at Motorola's expense) for defense or settlement thereof. Motorola shall pay all damages, costs and expenses finally awarded to third parties against Purchaser but shall not be responsible for any compromise made without its consent or for Purchaser's expenses incurred without Motorola's written authorization, which authorization shall not be unreasonably withheld. If Motorola receives notice of alleged infringement of product or any part thereof and use of said product is enjoined, Motorola shall at its option, either procure for Purchaser the right to continue using the product or modify or replace the same so that it is no longer infringing. In the event that none of the above options are reasonably available, Motorola will grant Purchaser a credit for the equipment or Motorola software as depreciated and accept its return. The depreciation amount will be based on generally accepted accounting standards for such equipment or software.

The foregoing indemnity shall not apply to products or parts thereof made to specification or design of Purchaser, or to any claim of patent infringement which is based upon combination of any part of products with other equipment, except equipment acquired from Motorola.

21. DISPUTES

A. Any dispute concerning performance of this Agreement shall be decided by the Purchaser's contract administrator who shall render his or her decision in writing and serve a copy on the contractor. The decision of the contract administrator shall be final and conclusive unless within thirty (30) days from the date of service of such decision the contractor files with the

contract administrator a notice of its demand for non-binding mediation.

B. Motorola and Purchaser will attempt to settle on behalf of either party any unresolved claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, the dispute will be mediated by a mediator chosen jointly by Motorola and Purchaser within thirty (30) days after notice by one of the parties demanding non-binding mediation. Neither party will unreasonably withhold consent to the selection of a mediator, and Motorola and Purchaser will share the cost of the mediation equally. The parties may also replace mediation with some other form of non-binding alternative dispute resolution procedure. Notwithstanding the above, any dispute that cannot be resolved between the parties through negotiation or mediation may then be submitted by either party to a court of competent jurisdiction in Georgia.

22. EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND EQUAL BUSINESS OPPORTUNITY (EBO).

During the entire term of this Agreement or any renewal or extension hereof, Motorola shall adhere to the provisions of the Buyer's Equal Employment Opportunity Ordinance, Atlanta Code of Ordinances Section 2-1200 and 2-1414. Motorola shall also in good faith attempt to employ minority and female business enterprises pursuant to the requirements set forth by the City for this Agreement.

23. NOTICES

Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given to Purchaser and Motorola as follows:

If to Purchaser:

Chief Procurement Officer
City of Atlanta
Atlanta City Hall
55 Trinity Avenue, S.W., Suite 1790
Atlanta, Georgia 30335

With concurrent copies to:
Director, Office of General Services
City of Atlanta
Atlanta City Hall Tower
55 Trinity Avenue, S. W., 3rd floor
Atlanta, Georgia 30335

And

Chief of Police
Atlanta Police Department
City Hall East
675 Ponce De Leon Avenue, 2nd floor
Atlanta, Georgia 30308

RCS# 5372
2/02/04
1:41 PM

Atlanta City Council

Regular Session

CONSENT I CONSENT I PGS 1-14 EXCEPT; 04-R-0185,
 04-R-0186
 ADOPT

YEAS:	14
NAYS:	0
ABSTENTIONS:	0
NOT VOTING:	2
EXCUSED:	0
ABSENT	0

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	NV Willis
Y Winslow	Y Muller	Y Boazman	NV Woolard

CONSENT I

2-02-4 Council Meeting	
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT
1. 04-O-0033 2. 04-O-0037 3. 04-O-0151 4. 04-O-0159 5. 04-O-0153 6. 04-R-0176 7. 04-R-0133 8. 04-R-0178 9. 04-R-2123 10. 04-R-0135 11. 04-R-0136 12. 04-R-0137 13. 04-R-0138 14. 04-R-0139 15. 04-R-0145 16. 04-R-0146 17. 04-R-0147 18. 04-R-0148 19. 04-R-0149 20. 04-R-0150 21. 04-R-0154 22. 04-R-0160 23. 04-R-0161 24. 04-R-0162 25. 04-R-0164 26. 04-R-0184 27. 04-R-0140 28. 04-R-0170 29. 04-R-0076 30. 04-R-0077 31. 04-R-0078 32. 04-R-0079 33. 04-R-0080 34. 04-R-0081 35. 04-R-0082 36. 04-R-0083 37. 04-R-0084 38. 04-R-0085 39. 04-R-0086 40. 04-R-0087	41. 04-R-0088 42. 04-R-0089 43. 04-R-0090 44. 04-R-0091 45. 04-R-0092 46. 04-R-0093 47. 04-R-0094 ITEMS ADVERSE ON CONSENT 48. 04-R-0096 49. 04-R-0097 50. 04-R-0098 51. 04-R-0099 52. 04-R-0100 53. 04-R-0101 54. 04-R-0102 55. 04-R-0103 56. 04-R-0104 57. 04-R-0105 58. 04-R-0106 59. 04-R-0107 60. 04-R-0108 61. 04-R-0109 62. 04-R-0110 63. 04-R-0111 64. 04-R-0112 65. 04-R-0113 66. 04-R-0114 67. 04-R-0115 68. 04-R-0116 69. 04-R-0117 70. 04-R-0118 71. 04-R-0119 72. 04-R-0120 73. 04-R-0121 74. 04-R-0122 75. 04-R-0123 76. 04-R-0124

LARGE ATTACHMENT:

DOCUMENT(S),

MANUAL(S)

OR

MAP(S)

NOT COPIED,

PULL ORIGINAL

FOR COPY OR TO VIEW

04-~~R~~-0149
(Do Not Write Above This Line)

A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION, AUTHORIZING RENEWAL AGREEMENT NUMBER 3 WITH MOTOROLA FOR THE CITY OF ATLANTA'S CITYWIDE RADIO SYSTEM MAINTENANCE AGREEMENT FOR A PERIOD OF ONE (1) YEAR IN THE AMOUNT OF \$2,545,039 WITH THE OPTION TO RENEW FOR EACH OF TWO (2) ADDITIONAL YEARS WITH FIRM, FIXED RATES ANNUALLY; ALL COST TO BE PAID FROM THE APPROPRIATE FUND ACCOUNT AND CENTER NUMBERS.

ADOPTED BY
FEB 02 2004

COUNCIL

SUBSTITUTE

- ☐ CONSENT REFER
☐ REGULAR REPORT REFER
☐ ADVERTISE & REFER
☐ 1st ADOPT 2nd READ & REFER
☐ PERSONAL PAPER REFER

Date Referred
Referred To:
Date Referred
Referred To:
Date Referred
Referred To:
Date Referred
Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred To _____

FIN Committee
Date 2-8-04

Chair
Members

Fav, Adv, Hold (see rev. side)
Other
Substitute

Members

Chair
Members

Fav, Adv, Hold (see rev. side)
Other
Substitute

Chair
Members

Committee

Date

Chair

Action
Fav, Adv, Hold (see rev. side)
Other

Members

Committee

Date

Chair

Action
Fav, Adv, Hold (see rev. side)
Other

Members

Chair
Members

Fav, Adv, Hold (see rev. side)
Other
Substitute

Refer To

Committee

Date

Chair

Action
Fav, Adv, Hold (see rev. side)
Other

Members

Refer To

Refer To

FINAL COUNCIL ACTION
☐ 2nd ☐ 1st & 2nd ☐ 3rd
Readings
☒ Consent ☐ V Vote ☒ RC Vote

CERTIFIED

FEB 02 2004

CERTIFIED
FEB 02 2004

Municipal Clerk

MAYOR'S ACTION

APPROVED

FEB 11 2004

WITHOUT SIGNATURE
BY OPERATION OF LAW